

<div>CONTRACT AWARD</div>		<div>STATE OF ALASKA</div> <div>HQ, STATE EQUIPMENT FLEET (Contracting Authority)</div> <div>2200 E. 42nd Avenue</div> <div>Anchorage, Alaska 99508</div>		<div>CONTRACT AWARD NUMBER</div> <div>CA1698-12</div>	
<div>ORDERING DEPARTMENT:</div> <div>HEADQUARTERS, STATE EQUIPMENT FLEET</div> <div>2200 E. 42ND AVENUE</div> <div>ANCHORAGE, ALASKA 99508</div> <div>(907) 269-0793 PHONE / (907) 269-0801 FAX</div>			<div>DATE OF CONTRACT:</div> <div>MARCH 23, 2012</div>		
<div>CONTRACTOR: WAUSAU EVEREST</div>			<div>DATE INITIAL CONTRACT BEGINS:</div> <div>MARCH 23, 2012</div>		
<div>ADDRESS: 1905 SOUTH MOORLAND ROAD</div> <div>NEW BERLIN, WI 53151-2321</div>			<div>DATE INITIAL CONTRACT ENDS:</div> <div>MARCH 23, 2013</div>		
<div>CONTACT NAME: PETER TIFFE</div>			<div>NUMBER & PERIOD OF RENEW ALS:</div> <div>TWO (1) YEAR RENEWAL OPTIONS</div>		
<div>PHONE NUMBER:(262) 784-6066</div>			<div>RENEW ALS EXPIRE (MO/YR):</div> <div>MARCH 23, 2015</div>		
<div>E-MAIL: SALES@WAUSAU-EVEREST.COM</div>			<div>ISSUED IN ACCORDANCE WITH BID # SEF- 1698 DATED: DECEMBER 21, 2011</div>		
<div>ESTIMATED VALUE OF INITIAL TERM: \$160,000.00</div>					
<div>SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508</div>					
<div>THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.</div>					
<div>DESCRIPTION</div>					
<div>1-YEAR CONTRACT TO PURCHASE</div> <div>LOADER MOUNTED MECHANICAL SNOW BLOWERS FOR ALASKA RURAL AIRPORTS.</div> <div>CONTRACTING OFFICER:</div> <div>KRISTI FUTREL</div> <div>PHONE: (907) 269-0793</div> <div>EMAIL: KRISTI.FUTREL@ALASKA.GOV</div> <div>TABLE OF CONTENTS</div> <div>SECTION I. AIP SPECIAL TERMS AND CONDITIONS</div> <div>SECTION II. AIP STANDARD TERMS AND CONDITIONS</div> <div>SECTION III. SPECIFICATIONS</div> <div>SECTION IV. BID PRICE SCHEDULE</div>					
<div>CONTRACTING AUTHORITY NAME & TITLE</div> <div>KRISTI FUTREL, CONTRACTING OFFICER III</div>			<div>SIGNATURE</div>		
<div>CONTRACTOR AUTHORITY NAME & TITLE</div>			<div>SIGNATURE</div>		
<div>IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order.</div> <div>2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.</div>					

SECTION I AIP SPECIAL TERMS AND CONDITIONS

1.0 CONTRACT INTENT:

- 1.1 ONE (1) YEAR CONTRACT WITH TWO (1) ONE YEAR EXTENTIONS for Purchase of Airport Improvement Project (AIP) LOADER MOUNTED MECHANICALL SNOW BLOWERS for Alaska Rural Airports.
- 1.2 Quantities: Contingent on approval of FAA grants. Anticipate 1 unit within the first year on the contract and an additional 2 units per year thereafter.
 - 1.2.1 Funding is appropriated through the Federal Aviation Administration. All future orders are dependent upon approved yearly grants.
- 1.3 Location of Use: Various Alaska Airports, Statewide
- 1.4 Dealer warranty locations, at a minimum: ANCHORAGE.
- 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. A certification of this inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 4.0 below.
- 2.2 **Delivery Receipt:**
 - 2.2.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency. The original shall accompany the vendor's invoice to support and properly identify the vehicle delivered.
 - 2.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 LINE SHEETS/BILL OF MATERIALS:

- 3.1 It is required within 30 days after delivery that the successful bidder provide a comprehensive listing of all components used to assemble the unit.
- 3.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.

- 3.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
- 3.4 A minimum of two (2) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

4.0 F.O.B. POINT:

- 4.1 The F.O.B. point is as listed in Section IV, Bid Price Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State.
- 4.2 The cost of shipping and delivery for orders beyond the limits of Seattle/Tacoma dock will be handled as follows. The contractor will prepay the shipping and delivery charges to any destination named by the State in its order. The contractor will charge-back those shipping and delivery charges to the State as a separate line item on the State's invoice.
- 4.3 All shipping charges over \$100 must be documented by a copy of the actual shipping invoice and received with the invoice charge to the State.

5.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 5.1 Time is of the essence in this contract. The bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 5.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of a unit of this class, that daily rental fee is determined to be **\$1,005.00**. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 5.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a five year (60-month) warranty.
 - 6.1.1 Full (100%) Parts and Labor Warranty Coverage components for the first 60-months (five years), at the assigned location, from the date the unit is placed in service.
 - 6.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, transportation, per diem, travel, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 6.1.3 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the state's warranty, then continue for the remainder of its term.
 - 6.1.4 If the state receives from any manufacturer or supplier additional or extended warranty on the whole or any component of the unit, in the form of time and/or mileage, including any pro rata arrangements, or the manufacturer generally extends to fleet customers a greater or extended warranty coverage, the state shall receive corresponding warranty benefits.
 - 6.1.5 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.
- 6.2 **Warranty on Attachments:** Same as Standard Warranty Package.
- 6.3 **In-Service Date:** Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify

the vendor/manufacturer in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.

6.4 Warranty Claims:

- 6.4.1 Warranty will be provided at the unit's assigned (in-service). Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
- 6.4.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, telex, fax, telegram, etc. that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
- 6.4.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.
- 6.4.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a Purchase Order (PO) to perform the warranty work.
- 6.4.5 Failure to notify the State that the vendor intends to begin to perform warranty work is considered a contractual breach.
- 6.4.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.

6.5 Warranty Performed by Vendor:

- 6.5.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows:
 - 6.5.1.1 Mileage Charge: mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 6.5.1.2 Meals are paid at actual cost and charges must be accompanied by receipts. Receipts are not to exceed the State authorized amount of \$60.00 per day.
 - 6.5.1.3 Transportation, such as airfare, shall be reimbursed at actual cost and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 6.5.1.4 Lodging shall be reimbursed at actual cost and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
- 6.5.2 Travel will only be reimbursed for time in Alaska.
- 6.5.3 After hours, weekend and holiday travel must be approved by the Contracting Officer to be considered for reimbursement. The State will not pay for weather delays.

6.6 Authorized Warranty Dealer (Contractor) and Subcontractor:

- 6.7 The use of a subcontractor does not exclude any provisions as listed in this ITB, as requirements to the contractor.
- 6.8 Contractor must have the capability of providing warranty servicing and repair work within the State of Alaska with a manufacturer authorized warranty repair facility.
- 6.9 Provide name and address for each Authorized Warranty Dealer for each location.
 - (*) Bob's Services, Inc. 2009 Spar Avenue, Anchorage, AK 99501
- 6.10 The Contractor must also provide in their bid package, contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract

performance on behalf of the contractor as set forth in this ITB and verification that the work provided will maintain manufacturer's warranty requirements.

(*) Bob's Services, Inc. 2009 Spar Avenue, Anchorage, AK 99501

- 6.11 The ultimate responsibility for warranty lies with the contractor (bidder).
- 6.12 The State reserves the right to inspect the warranty facility prior to issuing the Notice of Intent to Award a contract.
- 6.13 **Factory Recall:** Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer from who purchased.
 - 6.13.1 **Hazardous Material:** Due to concerns about liability resulting from hazardous materials being left at the work site on State of Alaska property, no vendors will be allowed to use the State rural airport facilities to perform warranty work unless they agree and sign a letter of intent stating that all waste products including oils, coolant and garbage will be removed from the work site. Vendors should note that in some village locations other suitable facilities might be available for rent from local residents or village authority.

7.0 REPAIR ORDERS AND DOCUMENTATION:

- 7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities, including oils and types used.

8.0 PUBLICATIONS:

- 8.1 Paper publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.
 - 8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.
- 8.2 **Service Manuals:**
 - 8.2.1 Complete set(s) to include applicable information covering prime unit and attachments:
 - 8.2.2 Body, chassis, and electrical
 - 8.2.3 Engine, transmission, and differential(s) (service and rebuild)
 - 8.2.4 Electrical and vacuum troubleshooting
 - 8.2.5 Wiring diagrams
 - 8.2.6 Service specifications
 - 8.2.7 Engine/emission diagnosis
- 8.3 **Parts Manuals:**
 - 8.3.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.
 - 8.3.2 Parts manuals are to be customized by serial number.
- 8.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.
- 8.5 **Quantities:** As per Section IV – Bid Price Schedule.
- 8.6 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.
- 8.7 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications

that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

- 9.0 STATEMENT OF ORIGIN:** The bidder/contractor will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #311
Anchorage, Alaska 99508

- 10.0 WEIGHT VERIFICATION SLIPS:** If required in the Section IV - Bid Price Schedule, a weight scale ticket of the completed unit will be included with the Statement of Origin.

11.0 INSPECTIONS:

- 11.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:
- 11.1.1 repair or replace at contractor's expense, any or all of the damaged goods,
 - 11.1.2 refund the price of any or all of the damaged goods, or
 - 11.1.3 accept the return of any or all of the damaged goods.
- 11.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the bidder.

12.0 PRICE:

- 12.1 **Price Guarantee:** The contractor is responsible to maintain prices under the contract firm for 90 days after bid opening. All price increases or decreases must remain firm for the following 90 days.
- 12.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 12.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
- 12.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
 - 12.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
 - 12.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
 - 12.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 12.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

- 13.0 MANUFACTURER'S REBATE (INCENTIVES):** In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting Officer in writing and to advise the procedures for obtaining such rebates.

14.0 REPLACEMENT PARTS:

- 14.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period within seven (7) days of order. All other parts must be available within ten (10) working days.
- 14.2 Back order procedures: Back orders are acceptable; however, the ordering shop shall be appraised at time of original orders as to the expected delay in delivery.
- 14.3 Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.
 - 14.3.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.
 - 14.3.2 Parts Return: Within 12 months of purchase, the State is to be allowed to return new, parts with full refund, less shipping charges.
 - 14.3.3 Invoicing: Full description of item is required on all invoices, packing lists and billings.

15.0 EQUIPMENT RELIABILITY:

- 15.1 Reliability of equipment is of paramount importance to the State. It is the policy of SEF to require minimum levels of reliability from owned or leased equipment for it to be considered acceptable. Equipment offered for this bid must be capable of meeting the acceptable reliability standard stated below.
- 15.2 Acceptable Reliability: The State will monitor equipment reliability. Acceptable reliability for this contract is achieved when a machine achieves or maintains a Reliability Ratio (RR) equal to or exceeding the following:
 - 15.2.1 .90 (90 percent) PR during any consecutive 12-months (365 days) during the warranty period.
 - 15.2.2 .75 (75 percent) PR per operational month (recognizing operational as subject to weather and being defined by calendar days) during the consecutive 12-month period.
 - 15.2.3 PR below the state percentages do not meet minimum reliability requirements for state owned equipment.
- 15.3 **Machine Failure and Downtime:**
 - 15.3.1 **Machine Failure** is any and all loss of capability to perform fully, as specified, which is not attributed to **Conditioned Failure**. Machine Failure resulting in the unit being out of service is defined as **Downtime**.
 - 15.3.2 **Conditioned Failure** is any Machine Failure attributable to accident, operator abuse or other external cause not attributable to a defect in the machine itself.
 - 15.3.3 **Downtime** is the actual number of days or fractions of days that the equipment is in a state of Machine Failure. Downtime does not count time used for scheduled maintenance (including preventative maintenance and scheduled major overhauls), time lost for repair maintenance and scheduled major overhauls, time lost for repair of damage as a result of operator abuse or machine misapplication; or time lost as a result of accident or an act of God. Downtime includes:
 - 15.3.3.1 Actual shop hours (and/or field repair hours) required to return unit to full operational status following machine failure, including trouble-shooting, repair, necessary replacement of parts, and necessary adjustments, plus
 - 15.3.3.2 Time lost waiting for parts and/or vendor assistance. "Waiting downtime" also applies if need for parts/assistance is discovered during routine maintenance and return to service is deemed counterproductive. In this case, "waiting time" clock begins with notice of need to vendor. Allowance may be considered in "waiting time" calculations if arrival of parts/assistance is delayed by transportation shutdown, to include verifiable transportation scheduling difficulties such as infrequent flights as long as all reasonable alternatives have been exhausted. Parts and assistance are to be provided by the quickest means reasonably possible to avoid unnecessary delays and downtime.

- 15.3.4 **Out of Service Report (OSR):** Downtime resulting from machine failure is the actual number of hours a machine is out of service as recorded on the OSR or in the Equipment Maintenance Management System (EMS).
- 15.3.4.1 The State will record all downtime on an OSR or EMS work order, which will be originated for each occurrence of downtime. The document will show the date and time a unit went down, the location where the machine was based, the reason the machine is down, date and time the vendor was notified (if applicable), the date and time the machine was returned to service, and the total hours of downtime.
- 15.3.4.1.1 The Contract Manager will finalize and approve the OSR or EMS work order. Both are available for contractor review.
- 15.3.5 **Reporting Downtime:** The Contracting Officer will maintain documentation of all Downtime, and shall send copies of such documentation to the contractor.
- 15.3.6 **Calculation of Reliability Ratio:** RR is the mathematical ration of operated time (uptime) to out of service time (downtime). The RR will be calculated according to the following formula:
- $$RR = \frac{\text{Days in a Month} - \text{Days Out of Service}^*}{\text{Days in a Month}^{**}} = \frac{DM - DO}{DM}$$
- Note *** : Fractional Days apply, i.e., a unit is out of service 8 hours in a 24 hour period equals 1/3 or .33% of a day.
- Note **:** A day is allocated as 24 consecutive hours from 12:00 AM to 12:00 PM.
- Example:** 30 days DM with 2 days and 8 hours DT would result in:
- $$RR = \frac{30 - 2.33}{30} = .92$$
- 15.3.7 **Unacceptable Reliability:** If an item of equipment fails to perform at an acceptable level of reliability during the warranty period, the Contracting Officer will notify the contractor and request immediate remedy. Failure to remedy the piece of equipment within 30 days for failure will result in a breach of contract and the immediate return of the equipment and reimbursement of the **Guaranteed Value (V)** of the unit:
- Original Cost of the unit less (-) Freight = \$_____ (V)
- Guaranteed Value (V) less (-) the **Cost of Operation** as listed in the Equipment Rental Rate Blue Book _____ or comparable equipment or the current Federal Fixed Usage Rate for the Class for the State of Alaska (a, b or c per hour) times (X) the number of hours used = _____ (DV).
- All Snow Blower or Broom or Multi-Purpose Carrier Units = \$_____ per hour.
- a. Example: Cost of a single unit, less freight = \$150,000. The hourly cost is \$150.00 per hour. The unit was used 150 hours prior to failing the acceptable reliability. The contractor guarantees the unit's worth at \$127,500.00.
- 15.3.8 Prior to return, the State will correct all reasonable cosmetic deficiencies (such as excessive rust) and those deficiencies that are directly related to damage due to accidents, misuse of equipment or failure to operate or maintain equipment as prescribed by the vendor/manufacturer, prior to public auction.
- 15.3.9 The tires will be serviceable with at least 50% remaining thread.
- 15.3.10 Oil samples, as per manufacturer's service manual recommendations, will be taken by State of Alaska maintenance personnel on the engine, transmission, differentials and hydraulics.
- 15.3.11 In the case of dispute, at the expense of the State, a qualified agent from Northern Adjusters, Inc. or another professionally recognized appraiser may be commissioned for an independent claim appraisal. Such appraisal shall be binding upon the State and the contractor.

16.0 PERFORMANCE BOND FOR WARRANTY & PERFORMANCE:

- 16.1 A Performance Bond is due within 30 days of the first purchase order.
- 16.1.1 The State does not have backup equipment in many of its locations. Consequently, new-unit

reliability and warranty performance is of vital importance. To insure the possible reliability and warranty service the State requires the contractor to post performance bond in one of the forms listed below. The purpose of the posted performance bond is to secure performance over the entire term of the contract. The performance bond must cover any remaining warranty in the event that the contractor is unable to or otherwise fails to complete the three-year warranty period. The amount of the performance bond will be **\$50,000.00**. Release of the performance security will be contingent solely upon the acceptable completion of the terms of the original contract.

- 16.1.2 The Performance Bond must be posted in one year terms for the life of the contract by a surety company agreed to by the parties to this contract. Failure to post the successive bond, or to provide an alternative security as listed below, will be cause for breach of contract and immediate cancellation of any future orders.
- 16.1.3 The Performance Bond must be written in a form satisfactory to the State by a company authorized to do surety business in Alaska. The performance bond must provide a statement that it is payable to the State of Alaska as security for the contractor's full and faithful performance of the contract.
- 16.2 **Alternate Security:** In lieu of a performance bond, a contractor may post security in the form of a certified or cashier's check, or a certificate of deposit, to be returned to the contractor provided that the contractor fully and faithfully performs the contract, including all warranty obligations.
 - 16.2.1 A certified or cashier's check, made payable to the State of Alaska.
 - 16.2.2 A Certificate of Deposit (CD) made payable to the State of Alaska. Inclusion of other verbiage on the "payee" or pay to" line will render the security unacceptable.

17.0 TRADE RESTRICTION CLAUSE (9 CFR Part 30.13FAA Order 5100.38):

- 17.1 The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:
 - 17.1.1 is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 - 17.1.2 has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 - 17.1.3 has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.
- 17.2 Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.
- 17.3 Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.
- 17.4 The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
- 17.5 This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.
- 17.6 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- 17.7 This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

18.0 CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS (49 CFR Part 21 AC 150/5100-15)

- 18.1 During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 18.1.1 **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 18.1.2 **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 18.1.3 **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 18.1.4 **Information and Reports.** The contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 18.1.5 **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 18.1.5.1 Withholding of payments to the contractor under the contract until the contractor complies, and/or
- 18.1.5.2 Cancellation, termination, or suspension of the contract, in whole or in part.
- 18.1.6 **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

19.0 AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS (Airport and Airway Improvement Act of 1982, Section 520, Title 49 47123, AC 150/5100-15, Para. 10.c):

- 19.1 The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal

assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

20.0 DISADVANTAGED BUSINESS ENTERPRISES (49 CFR Part 26):

- 20.1 **Contract Assurance (§26.13):** The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 20.2 **Prompt Payment (§26.29):** The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **30** days from the receipt of each payment the prime contractor receives from the **State of Alaska**. The prime contractor agrees further to return retainage payments to each subcontractor within [specify the same number as above] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **Contracting Officer**. This clause applies to both DBE and non-DBE subcontractors.

21.0 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (49 CFR Part 20, Appendix A):

- 21.1 No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
- 21.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

22.0 ACCESS TO RECORDS AND REPORTS (49 CFR Part 18.36(i), FAA Order 5100.38):

- 22.1 The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representative's access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

23.0 ENERGY CONSERVATION REQUIREMENTS (49 CFR Part 18.36 & Public Law 94-163):

- 23.1 The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

24.0 BREACH OF CONTRACT TERMS (49 CFR Part 18.36):

- 24.1 Any violation or breach of terms of this contract on the part of the contractor or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

25.0 RIGHTS TO INVENTIONS (49 CFR Part 18.36(i)(8) & FAA Order 5100.38):

- 25.1 All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

26.0 TERMINATION OF CONTRACT (49 CFR Part 18.36(i)(2) & FAA Order 5100.38):

- 26.1 The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- 26.2 If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- 26.3 If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- 26.4 If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- 26.5 The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

27.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR Part 29 & FAA Order 5100.38):

- 27.1 The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

28.0 CLEAN AIR AND WATER POLLUTION CONTROL (49 CFR Part 18.36(i)(12) & Section 306 of the Clean Air Act & Section 508 of the Clean Water Act):

- 28.1 Contractors and subcontractors agree:
- 28.1.1 That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- 28.1.2 To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued there under;
- 28.1.3 That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;
- 28.1.4 To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

29.0 BUY AMERICAN PREFERENCES (Section 9129 of the Aviation Safety and Capacity Expansion Act of 1990 & Title 49 U.S.C. Chapter 501, AIP Program Guidance Letter 91-3):

- 29.1 The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program. The following terms apply:
- 29.1.1 Steel and manufactured products. As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the

United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States. Components of foreign origin of the same class or kind as the products referred to in subparagraphs b. (1) or (2) shall be treated as domestic.

- 29.1.2 Components. As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.
- 29.1.3 Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

SECTION II

AIP STANDARD TERMS AND CONDITIONS

- 1.0 ACCESSORIES:** When accessories are supplied, they must be certified to be compatible with the rest of the equipment. Certification will be written evidence satisfactory to the State that the accessories are compatible. The bidder's failure to supply this evidence within the time required by the State will cause the State to consider the bid non-responsive and reject the bid.
- 2.0 ADDITIONS OR DELETIONS:** The State reserves the right to add or delete items, agencies or locations as determined to be in the best interest of the State. Added items, agencies or locations will be related to those on contract and will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be documented via mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the Contracting officer.
- 3.0 ALTERATIONS:** The contractor must obtain the written approval from the contracting officer prior to making any alterations to the specifications contained in this ITB. The State will not pay for alterations that are not approved in advance and in writing by the contracting officer.
- 4.0 AMENDMENTS:** Contract terms shall not be waived, altered, modified, supplemented or amended without prior written approval of the Contracting officer.
- 5.0 ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this ITB is not permitted unless authorized in writing by the State of Alaska, Department of Administration, Division of General Services. Bids that are conditioned upon the State's approval of an assignment will be rejected as nonresponsive.
- 6.0 BILLING INSTRUCTIONS:** Invoices must be billed to the ordering agency's address shown on the individual Purchase Order, Contract Award or Delivery Order, not to the Division of General Services. The ordering agency will make payment after it receives the merchandise or service and the invoice. Questions concerning payment must be addressed to the ordering agency.
- 7.0 CERTIFICATION OF COMPLIANCE WITH AMERICAN'S WITH DISABILITIES ACT OF 1990:**
- 7.1 By signature of their bid/proposal the bidder/proposer certifies that they comply with the American's with Disabilities Act of 1990 and the regulations issued there under by the federal government.
- 7.2 Services or activities furnished to the general public on behalf of the State must be fully accessible. This is intended to ensure that agencies are in accordance with 28 CFR Part 35 Section 35.130 and that services, programs or activities furnished to the public through a contract do not subject qualified individuals with a disability to discrimination based on the disability.
- 8.0 COMPLIANCE WITH ALL GOVERNMENT REGULATIONS:** The bidder must comply with all applicable federal, state, and borough regulations, codes, and laws, and pay all applicable federal, state, and borough taxes, and is liable for all required insurance, licenses, permits, and bonds. Failure to comply with such requirements shall constitute a breach of contract and shall be grounds for contract cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of the bidder.
- 9.0 CONFLICT OF INTEREST:** An officer or employee of the State of Alaska may not seek to acquire, be a party to, or possess a financial interest in, this contract if (1) the officer or employee is an employee of the administrative unit that supervises the award of this contract; or (2) the officer or employee has the power to take or withhold official action so as to affect the award or execution of the contract.
- 10.0 CONSUMER ELECTRICAL PRODUCT:** AS 45.45.910 requires that "...a person may not sell, offer to sell, or otherwise transfer in the course of the person's business a consumer electrical product that is manufactured after August 14, 1990, unless the product is clearly marked as being listed by an approved third party certification program." Electrical consumer products manufactured before August 14, 1990, must either be clearly marked as being third party certified or be marked with a warning label that complies with AS 45.45.910(e). Even exempted electrical products must be marked with the warning label. By signature on this bid the bidder certifies that the product offered is in compliance with the law. A list of approved third party certifiers, warning labels and additional information is available from: Department of Labor and Workforce Development, Labor Standards & Safety Division, Mechanical Inspection Section, P.O. Box 107020, Anchorage, Alaska 99510-7020, (907)269-4925.
- 11.0 CONTINUING OBLIGATION OF CONTRACTOR:** Notwithstanding the expiration date of a contract resulting from this ITB, the contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance and parts availability requirements have completely expired.

- 12.0 CONTRACT ADMINISTRATION:** The administration of this contract, including any/all changes, is the responsibility of the Contracting Officer, HQ State Equipment Fleet.
- 13.0 CONTRACT EXTENSION:** Unless otherwise provided in this ITB, the State and the successful bidder/contractor agree: (1) that any holding over of the contract excluding any exercised renewal options, will be considered as a month-to-month extension, and all other terms and conditions shall remain in full force and effect and (2) to provide written notice to the other party of the intent to cancel such month-to-month extension at least thirty (30) days before the desired date of cancellation.
- 14.0 CONTRACT FUNDING:** Bidders are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.
- 15.0 DEFAULT:** In case of bidder default, the State may procure the goods or services from another source and hold the bidder responsible for any resulting excess costs and may seek other remedies under law or equity. Alaska Statutes and Regulations provide for suspension and disbarment of non-responsible bidders.
- 16.0 DELIVERY:** All deliveries shall be F.O.B. final destination point with all transportation and handling charges paid by bidder. Responsibility and liability for loss or damage shall remain with bidder until final inspection and acceptance when responsibility shall pass to the State except as to latent defects, fraud and bidder's warranty obligations.
- 17.0 DISCONTINUED ITEMS:** In the event an item is discontinued by the manufacturer during the life of the contract, another item may be substituted, provided that the contracting officer makes a written determination that it is equal or better than the discontinued item and provided that it is sold at the same price or less than the discontinued item.
- 18.0 DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Alaska. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in the superior court for the State of Alaska.
- 19.0 FORCE MAJEURE (Impossibility to perform):** Neither party to this contract shall be held responsible for delay or default caused by acts of God and/or war, which is beyond that party's reasonable control. The State may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of the contract.
- 20.0 HUMAN TRAFFICKING:**
- 20.1 By signature on this contract, the offeror certifies that:
- 20.1.1 the offeror is not established and headquartered or incorporated and headquartered, in a country recognized as Tier 3 in the most recent United States Department of State's Trafficking in Persons Report; or
- 20.2 The most recent United States Department of State's Trafficking in Persons Report can be found at the following website: www.state.gov/g/tip/
- 20.3 Failure to comply with this requirement will cause the state to reject the bid or proposal as non-responsive, or cancel the contract.
- 20.4 This pertains to goods and services above \$50,000.00.
- 21.0 INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- 22.0 INSPECTIONS:** Goods furnished under this contract are subject to inspection and test by the State at times and places determined by the State. If the State finds goods furnished to be incomplete or not in compliance with bid specifications, the State may reject the goods and require bidder to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If bidder is unable or refuses to correct such goods within a time deemed reasonable by the State, the State may cancel the order in whole or in part. Nothing in

this paragraph shall adversely affect the State's rights as buyer, including all remedies and rights granted by Alaska statutes.

23.0 INSURANCE:

23.1 Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

23.2 Proof of insurance is required for the following:

23.2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

23.2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

23.2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

23.3 Failure to supply satisfactory proof of insurance within the time required will cause the State to declare the bidder nonresponsive and to reject the bid.

24.0 ITEM UPGRADES: The State reserves the right to accept upgrades to models on the basic contract when the upgrades improve the way the equipment operates or improve the accuracy of the equipment. Such upgraded items must be at the same price as the items in the basic contract.

25.0 NEW EQUIPMENT: Equipment offered in response to this ITB must be new equipment. New equipment means equipment that is currently in production by the manufacturer and is still the latest model, edition or version generally offered. The equipment must be warranted as new by the manufacturer and may not have been used for any purpose, other than display (not demonstration), prior to its sale to the State. The State will not accept remanufactured, used or reconditioned equipment, including used or reconditioned components or parts of. It is the contractor's responsibility to ensure that each piece of equipment delivered to the State complies with this requirement. A contract's failure to comply with this requirement will cause the State to seek remedies under breach of contract.

26.0 ORDER DOCUMENTS: Except as specifically allowed under this ITB, an ordering agency will not sign any vendor contract. The State is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the State under this ITB. The State of Alaska Purchase Order, Contract Award and Delivery Order are the only order documents that may be used to place orders against the contract(s) resulting from this ITB.

27.0 PAYMENT: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a State agency will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement, which establishes a lower interest rate or precludes the charging of interest.

28.0 PROPRIETARY INFORMATION AND STATEMENTS OF CONFIDENTIALITY:

28.1 Except as set forth in this provision, all information in all bids will be made public under AS 36.30.530 not later than the time of issuance of a notice of intent to award.

28.2 If the offeror submits information considered by it to constitute a trade secret or proprietary data, such information may be expressly designated as such, and must be accompanied by the offeror's certification that (1) the information has consistently been maintained by its owner as a trade secret or as proprietary

information, (2) the owner of the information has taken due care to protect it from release to non-privileged persons, and (3) to the best knowledge of the offeror, the information has not lost its status as trade secret or proprietary information, whether by lack of diligent protection, release to any non-privileged person or otherwise.

- 28.3 **Absence of such certification, any claim of confidentiality will be ignored, and the bidder may not hold any reasonable expectation of confidentiality.**
- 28.4 Any information so certified will be held confidential so long as the contracting officer concurs that it constitutes a trade secret or proprietary data, and deems it not critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid.
- 28.5 By submission of a bid, the offeror consents to the contracting officer's exercise of reasonable judgment as to concurrence with any assertion of confidentiality, and waives any and all claims for release of information that the contracting officer reasonably deems not confidential notwithstanding a certified assertion of confidentiality.
- 28.6 A certified assertion of confidentiality in which the contracting officer concurs, with respect to information the contracting officer deems critical to determination of the price, quantity, or delivery terms bid, or the responsiveness of the bid, will cause the bid to be rejected as a non-responsive bid.
- 29.0 QUANTITIES:** The State reserves the right to reduce or increase the quantity of items ordered under any contract resulting from this Invitation to Bid.
- 30.0 SEVERABILITY:** If any provision of the contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 31.0 SHIPPING DAMAGE:** The State will not accept or pay for damaged goods. The contractor must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The State will provide the contractor with written notice when damaged goods are received.
- 32.0 STANDARD AND SPECIAL TERMS AND CONDITIONS:** The terms and conditions of this section are standard to State of Alaska, Department of Transportation and Public Facilities, Statewide Equipment Fleet contracts for the purchase of goods. There may also be other special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract. In the event of a conflict between the standard and special terms and conditions, the Special Terms and Conditions take precedence.
- 33.0 SUCCESSORS IN INTEREST:** This contract shall be binding upon successors and assigns.
- 34.0 SUITABLE MATERIALS:** All materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, and suitable for the manufacturer's intended purpose unless the specifications allow for used, rebuilt or remanufactured equipment.
- 35.0 TAXES:** Prices quoted in bids must be exclusive of federal, state, and local taxes. If the bidder believes that certain taxes are payable by the State, the bidder may list such taxes separately, directly below the bid price for the affected item. The State is exempt from Federal Excise Tax because articles purchased are for the exclusive use of the State of Alaska.
- 36.0 WARRANTY:** Unless otherwise stated, all equipment shall be new and current model and shall carry full factory warranties. Bidder warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All implied or expressed warranty provisions of the Uniform Commercial Code apply. All warranties shall be for and benefit the State

SECTION III – SPECIFICATIONS

Specification #728-1.7K-Mech
Minimum 1700 TPH Mechanical Snow Blower
For Mounting onto Existing State Owned Wheel Loaders
December 20, 2011

GENERAL SPECIFICATION:

It is the purpose of this specification to describe a new, and of the manufacturer's latest current year production model and design, minimum 1,700 ton-per-hour, self-contained, two-stage integrated mechanical rotary snow blower, for mounting onto a State owned rubber tired front end wheel loader by means of a quick attached system as described herein.

One of a kind or first off the production line will not be accepted.

Unit bid to be a two-stage auger or reel type cutter with impeller fan, single engine design. (Integrated meaning that engine and blower head are assembled into one package.)

Unit is to include all factory standard equipment, unless specified otherwise.

The State owned wheel loaders that these units will be mounted on are CASE Model 821C's or similar equipped with a WELDCO-BEALES WLKAT quick attach system or PSM equivalent.

APPLICATION:

The snow removal unit covered by this specification is intended for use in removing and dispersing snow from airport runways, taxiways, parking spaces, roads and streets. Unit will be subject to varying terrain and weather conditions to minus 40 degrees Fahrenheit.

DOCUMENTATION REQUIRED:

A basic manufacturer's product brochure(s) describing the unit being bid is to be provided.

In addition, specifications marked with an asterisk (*) require supporting documentation, which indicates specifically what the bidder intends to supply in regard to said items and/or how specifications will be met. **In order to help prevent technical errors, following each asterisked is space that may be used to address all of the asterisked items. It is required that a letter of clarification or the space behind the asterisked items be used to supply the required information. You may use the area behind the asterisked item to refer to a product brochure, manufacturer's technical data sheet, or letter of clarification, which indicates specifically what you, the bidder, intend to supply in regard to said items and/or how specifications are met. Also refer to paragraphs 10 and 11 in Section I – Instructions to Bidders.**

TYPICAL UNIT:

WAUSAU-EVEREST (Formerly SCHMIDT-WAUSAU) Model Snogo MP-318 or equal provided all of the following minimum specifications are met.

1.0 POWER TRAIN:

1.1 Engine:

1.1.1 Remote installation of engine from rotary head is not acceptable.

1.1.2 (*) Diesel, water cooled, wet sleeved, six (6) cylinder, four (4) cycle, minimum 8.8 liter displacement, minimum 350 BHP, minimum 1050 pound foot peak torque, not to exceed 2100 RPM.

CUMMINS QSL-9 TIER III ENGINE WILL BE FURNISHED, 3,500HP @ 1900 RPM, 325HP @ 2100 RPM.

1.1.3 Engine governor will be of the correct type to control and limit engine speeds as recommended by the engine, driveline, and power train component manufacturers, for its intended use in this vehicle.

1.1.4 Engine shall meet emission standards applicable at time of delivery.

1.2 Cooling System:

1.2.1 Permanent type antifreeze to minus 60 degrees Fahrenheit.

- 1.2.2 (*) To include reversible fan blade (push-in and turn type or equivalent).
- 1.2.3 Radiator:
- 1.2.3.1 (*) The radiator, left (street) side mounted, shall be a *MESABI* tube and fin and be capable of maintaining the correct operating temperature under all conditions encountered.
- MESABI ON THE STREET SIDE WILL BE FURNISHED
- 1.2.3.2 To include heavy-duty galvanized wire mesh screen with ½ (0.5) inch openings, for protection from stones, etc.
- 1.2.3.3 Radiator to be mounted per radiator manufacturer's recommendation.
- 1.2.4 A coolant circulation bypass will be provided to allow coolant to circulate within the engine block while thermostat is closed.
- 1.2.5 Drain cock(s) will be provided to completely drain engine coolant system.
- 1.2.6 Engine coolant hoses, including heater hoses, to be *GATES* Greenstripe or *GATES* Bluestripe or *GATES* Fleetrite.
- 1.2.7 Clamps utilized on hoses one (1) inch inside diameter and larger are to be "Constant Torque" design, stainless steel.
- 1.2.8 To include an engine coolant filter system, with spin-on filter.
- 1.2.9 To include a coolant level sight gauge, easily seen by maintenance personnel while checking engine oil level.
- 1.2.10 (*) Bidder's package to include engine manufacturer's certification that the engine will maintain, but not exceed, a continuous operating temperature, as an operational unit, with a wide range of ambient temperatures to as low as minus 40 degrees Fahrenheit.
- 1.3 Starting Aids:
- 1.3.1 (*) To include glow plug system or electrical heated grid system or automatic electronic ether injection system (*KBI* Dieselmatic, *TURNER* Quick Start, or equivalent).
- CUMMINS QSL-9 I HAS ELECTRICAL HEATED GRID SYSTEM
- 1.3.1.1 If automatic ether system, to include an engine safety sensor switch.
- 1.3.1.2 If automatic ether system, to be installed in engine compartment and to have maximum protection from the elements.
- 1.3.2 Engine Coolant Heater: Immersion type, maximum wattage available, 110 volt AC.
- 1.3.3 Engine oil pan heater, one (1) each, 300 watt, 110 volt AC, silicone pad heater bonded to oil pan, *BESCO*, *KAT'S*, *WATLO*, or equivalent.
- 1.3.4 Battery Plate Heaters: To include three (3) each 110 volt AC. All three (3) are to wired into one (1) each 110 volt 15 amp grounded plug.
- 1.3.5 Power Cords:
- 1.3.5.1 110 volt AC power cords for engine heaters and battery plate heaters are to be plugged into a single, weather resistant, 20 amp, 110-volt junction box with four (4) receptacles. The receptacle box is to include a heavy-duty, but flexible in cold weather, 110 volt AC power cord with waterproof 20 amp *WOODHEAD* NEMA 5 plug or equivalent match, for use with 110 volt AC power source located at the left side of the blower for easy access by ground personnel. To include matching female connector, 20 amp (to be shipped loose). Cords being plugged into the junction box are to be labeled as to what they are for, such as; "Engine Block Heater", "Engine Oil Heater", "Battery Plate Heater", etc.
- 1.4 Air Intake:
- 1.4.1 To be capable of operating in severe snow conditions without air filter being plugged.
- 1.4.2 Single or dual element air cleaner.

- 1.4.3 (*) Air intake to be mounted underhood so as not to ingest snow, slush, or other debris. **Outside air intake is not acceptable.**
- 1.4.4 Air filter restriction indicator, *SMARTMINDER*, (easily seen by ground maintenance personnel). Preferably next to engine oil dipstick and engine hour meter.
- 1.5 Exhaust System:
 - 1.5.1 Exhaust system to be designed to prevent rain, snow, or slush from entering exhaust system. Exhaust tip to be curved (rain cap is not acceptable).
 - 1.5.2 Exhaust piping to be heat shielded if vulnerable to maintenance personnel.
 - 1.5.3 Horizontal exhaust piping shall be shielded to prevent spilled flammable fluids from contacting surface.
 - 1.5.4 Mufflers and tailpipe will be designed to minimize noise without causing excessive backpressure.
- 1.6 Fuel System:
 - 1.6.1 (*) Fuel tank capacity sufficient to supply fuel to the engine when the engine is operating at rated intermittent HP at governed speed for six (6) hours minimum shall be provided.
100 GALLON FUEL TANK
 - 1.6.2 If more than one (1) tank is utilized, only one (1) easily accessed filler location is necessary.
 - 1.6.2.1 An equalization line shall be included that allows fuel to flow between the tanks yet not slowing fueling process.
 - 1.6.3 Fuel pickup (in the tank) to be center mounted or dual outer sides (for side slope conditions).
 - 1.6.4 Fuel tank to be mounted so as not to affect the balance of the unit (full or empty).
 - 1.6.5 Fuel system to include spin-on fuel filters.
 - 1.6.6 Fuel system to also include heated fuel and water separator.
 - 1.6.7 Fuel filtration to be mounted in protected and convenient location.
 - 1.6.8 Fuel Tank Drain: To include a ¾ (0.75) inch plug. Drain area to be protected. Preferred location would be in one of the corners with easy access.
- 1.7 Oil filtration to be spin-on type, mounted in protected and convenient location.
- 1.8 Shut Down Systems:
 - 1.8.1 High engine coolant temperature.
 - 1.8.2 Low engine oil pressure.
- 1.9 Engine area panel mounted gauges:
 - 1.9.1 Keyed engine start/stop.
 - 1.9.2 Hour Meter: *HOBBS* type (non digital, easily read without having to have power to the hour meter).
 - 1.9.3 Engine oil pressure gauge.
 - 1.9.4 Engine coolant temperature gauge.
 - 1.9.5 Engine fuel gauge.
 - 1.9.6 These same gauges and controls, with exception to the fuel pressure gauge will be mounted on the remote control box that will be mounted in the cab of the wheel loader. Refer to remote control box later in this specification.
- 1.10 Engine Housing:
 - 1.10.1 The housing for the engine is to be fabricated from sheet metal not less than 14 gauge with not less than 18 gauge door panels.
 - 1.10.1.1 All joints and overlaps are to be sealed to prevent infiltration of blowing snow.

- 1.10.2 The side panels are capable of being fully opened to permit unobstructed access to engine and drive train components.
- 1.10.3 Provisions are made to allow combustion air and air for engine fan to enter the engine compartment when side panels are closed.

2.0 ELECTRICAL/INSTRUMENTATION:

- 2.1 12-volt negative ground system.
- 2.2 Alternator, minimum 130 AMPS, water resistant.
- 2.3 Master Electrical Switch:
 - 2.3.1 Single high-ampere master switch to cut off power source from battery to the ground or positive side (ground is preferred) and remainder of electrical system, *COLE HERSEE* #M284-02.
 - 2.3.2 Located where easily accessible, but not ordinarily visible to persons unfamiliar with unit.
- 2.4 Batteries:
 - 2.4.1 To be three (3) each, maintenance free, group 31, with total of 2700 CCA at zero degrees Fahrenheit, minimum.
 - 2.4.2 To be enclosed to prevent build up of snow on and around the battery terminals, but be easily accessible.
- 2.5 All electrical control switches to be direct current rated.
- 2.6 Hour Meter: See previous spec item 1.9.2.
- 2.7 Lighting System:
 - 2.7.1 Lighted engine compartment(s), switched at compartment. Lights are to give more than adequate lighting. (Our winters are dark).
 - 2.7.2 Work Lights:
 - 2.7.2.1 Two (2) each, HID flood (*J.W. SPEAKER* or equivalent), 35 watt, adjustable, rubber mounted, located top forward corners of engine compartment or the blower head, whichever is the tallest point. If mounted on the blower head to be protected from snow spillover.
 - 2.7.2.2 To include separate control box mounted switch.
- 2.8 Wiring:
 - 2.8.1 All wiring shall be color-coded or continuously numbered every 18 inches minimum.
 - 2.8.2 Located for maximum protection from; snow exiting blower, snow and ice build-up, grease, oil, fuel, and heat from engine and components.
 - 2.8.3 Routing through structural members to be protected by grommets.
 - 2.8.4 To be secured by clips at intervals to prevent rubbing or chafing due to movement.
 - 2.8.5 All applicable junction boxes, light housings, etc. to be constructed of corrosion proof material.
 - 2.8.6 All connectors to be corrosion resistant and waterproof.
 - 2.8.6.1 *THERMOSEAL* and *WEATHER-PACK* type connectors are acceptable.
 - 2.8.6.2 Spade, *SCOTCHLOK*, and bullet type connectors are not acceptable.
 - 2.8.7 All dealer/vendor installed items, which require connecting into the vehicle's electrical system shall be done using an OEM factory modified wiring kit whenever possible. All non-factory wire connections (splices, connectors, etc.) shall be soldered and shrink tube insulated with adhesive/metable sealant, thick wall polyolefin shrink tubing (3M EPS-300 or equal). No non-factory crimp connections allowed. No cutting or splicing into the factory wiring harnesses allowed. All electrical connectors shall have dielectric grease applied to terminals to help reduce corrosion.

- 2.8.8 All accessories (strobe lights, operator controls. Light bar, etc. shall be wired through a 12- volt DC constant duty solenoid and controlled by bus bar mounted and permanently labeled auto-resetting circuit breakers. The solenoid shall be wired to the key switch.
- 2.8.9 All non-factory wiring shall be encased in a totally sealed wiring harness (no plastic split loom) to help prevent corrosion from magnesium chloride or urea. The wiring harness shall be well secured to the truck with neoprene aircraft stainless steel tubing clamps. Rubber grommets shall be used at all areas where the wiring passes through areas that could damage the wiring.

3.0 REMOTE CONTROL BOX (Wired):

- 3.1 All controls shall be located in cab mounted control boxes and be fully accessible to the operator.
- 3.2 Electric over hydraulic controls shall provide for controlling all required rotary snow blower functions. The lifting of all attachments shall be accomplished through the loader lift arms.
- 3.3 (*) For mounting in wheel loader cab to allow operator to monitor snow blower engine and operate rotary from cab of loader with the following minimum gauges, indicators, and functions.

DRAWING SUPPLIED

- 3.3.1 Any and all gauges that show pressure, temperature, etc., are to be in U.S.A. measurements such as PSI, Fahrenheit, etc.
- 3.3.2 Engine: Start / Stop, keyed ignition.
- 3.3.3 Clutch: In / Out.
- 3.3.4 Engine oil pressure gauge.
- 3.3.5 Low engine oil pressure warning (red or yellow in color) light
- 3.3.6 Engine coolant temperature gauge.
- 3.3.7 High engine coolant temperature warning (red or yellow in color) light.
- 3.3.8 Low engine coolant level warning (red or yellow in color) light.
- 3.3.9 Voltmeter gauge.
- 3.3.10 Alternator malfunction (red or yellow in color) light.
- 3.3.11 Fuel level gauge.
- 3.3.12 Engine tachometer.
- 3.3.13 Engine speed control, electric actuated, variable in 100-RPM increments, minimum. Idle to full throttle is not acceptable.
- 3.3.14 Volute rotation control (left discharge and right discharge).
- 3.3.15 Casting chute rotation control.
- 3.3.16 Casting chute deflector flap angle control.
- 3.3.17 Work lights switch.
- 3.3.18 Test lamp switch.
- 3.4 Umbilical Cords:
 - 3.4.1 To include two (2) separate umbilical cords (for ease of replacing damaged cords).
 - 3.4.1.1 One (1), minimum six (6) foot in length, from control box that would be mounted into the cab to the bulkhead fitting located on the cab.
 - 3.4.1.2 One (1), with adequate length to reach from the pin connection on the blower housing to the bulkhead fitting located on the cab.
 - 3.4.2 Connections to be weatherproof, *PROCON*™ heavy-duty multi-pin Rectangular connectors.
 - 3.4.2.1 These connectors are available from *WALTHER ELECTRIC* (www.waltherelectric.com).
 - 3.4.2.2 There is to be a bulkhead fitting, for permanent installation onto the wheel loader.

3.4.2.3 Chained caps (on all connection points) to be provided for connections on both the rotary and the loader for when the rotary and loader have been disengaged.

- 3.5 All gauges to be lighted from behind.
- 3.6 All switch identifications to be lighted.
- 3.7 All switches, gauges and controls to be properly identified.
 - 3.7.1 *DYMO* type tape labels are not acceptable.
 - 3.7.2 Stick-on type labels are not acceptable, however labels with OEM part numbers that are parts manual listed are acceptable.
- 3.8 Toggle switches controlling electrical components to be metal, plastic toggle switches are not acceptable. Rocker arm type switches may be plastic or metal.

4.0 DRIVE SYSTEM:

- 4.1 The entire drive system shall be designed to exceed the performance and capacity of the intended usage.
- 4.2 Clutch assembly to be mounted directly to the engine.
 - 4.2.1 Double plate over center.
 - 4.2.2 11 inch (minimum diameter) dual plate.
 - 4.2.3 Controlled from remote control box.
- 4.3 Drop box/transfer case to be mounted directly to the clutch housing
- 4.4 Drive shaft/universal joints from drop box to right angle drive box.
 - 4.4.1 Drive shafts must be guarded or caged to protect other components in case of driveline failure.
- 4.5 Center drive for cutter/ribbon reel designed unit is acceptable.
- 4.6 **If Side Driven:**
 - 4.6.1 Drive shaft/universal joints from right angle drive box to impeller/side drive gearbox.
 - 4.6.2 Drive shaft/universal joints from impeller side drive gearbox to side drive sprockets and chain.
 - 4.6.3 Auger side-drive to consist of sprockets and drive chain.
 - 4.6.3.1 Drive chain to be #100 HD with 1 ¼ (1.25) inch pitch running through a sealed oil bath housing.
 - 4.6.3.2 An adjustable sprocket is to be easily accessible for chain adjustment.
- 4.7 Shear Pins:
 - 4.7.1 To be designed and included to protect the entire drive system and to reduce damage to auger and impeller.
 - 4.7.2 To include easy access to auger shear pins between chain case and drive shaft (**If side driven**).
 - 4.7.3 All shear pin/bolts used on flanges are to be bushed and easily maintained.
 - 4.7.4 Impeller shear pin assembly to be attached to output shaft of impeller.
 - 4.7.5 **SPARE Shear Pins:** To include 25 complete spare sets.

5.0 BLOWER HEAD:

- 5.1 Two (2) stage design required.
- 5.2 (*) Overall cutting width of 118 inches minimum. 118 INCHES
 - (*) 60 inch minimum cutting height without cutter bars and steel snow deflector. 60 ½ CUTTING HEIGHT
 - (*) 76 inch maximum height to top of engine housing without muffler. 76 INCHES MAXIMUM
 - (*) 87 inch minimum height to top of side cutter bars. 88 INCH CUTTER BARS

First Stage:

- 5.2.1 If Auger Design:

- 5.2.1.1 (*) Two (2) each, full length, 26 inches in diameter or three (3) each, full length, 18 inches in diameter. THREE EACH, 18 INCHES IN DIAMETER
- 5.2.1.2 (*) Flights are to be 5/16 (0.3125) inch thick. 5/16 INCHES THICK
- 5.2.1.3 Top auger to be tapered to reduce boil-over of snow.
- 5.2.1.4 (*) All augers to include serrated flights. AUGERS WILL BE SERRATED FLIGHTS
- 5.2.1.5 (*) The bottom auger shall come within two (2) inches of ground level, when in float position.
BOTTOM AUGHER WILL BE WITHIN 2 INCHES OF GROUND LEVEL WHEN IN FLOAT POSITION
- 5.2.1.6 All augers to be mounted on self-aligning bearings.
- 5.2.1.7 **SPARE** Additional Ribbons: To include one (1) each additional set of ribbon edges, with hardware, nuts, bolts, etc.

5.3 **Second Stage (Impeller Fan):**

- 5.3.1 (*) Mechanically driven. FULL MECHANICAL, TWO-STAGE BLOWER
- 5.3.2 (*) Impeller Size: 40 inches minimum. 41 INCH DIAMETER
- 5.3.3 (*) Impeller: Five (5) each minimum, six (6) each maximum, alloy steel replaceable fan blades. 6 REPLACABLE FAN BLADES
- 5.3.4 Impeller Housing:
 - 5.3.4.1 (*) Minimum 3/16 (0.1875) inch thick steel plate. 3/16 INCH THICK STEEL PLATE
 - 5.3.4.2 (*) Depth: 16 inches, minimum. 16 INCHES BEFORE LINER IS INSTALLED
 - 5.3.4.3 Liner:
 - 5.3.4.3.1 The inside back of the chute to be lined with seven (7) gauge (0.1792) inch minimum thickness A-36 steel (ASTM A-569).
 - 5.3.4.3.2 The liner is to be bolted in, using grade eight (8) hardware, aircraft style, flat head, 1/4 (0.25) inch diameter minimum, flat head socket cap screws with nylock nuts providing a flush surface. To be on 12 ½ (12.5) inch centers minimum.
 - 5.3.4.4 Capable of rotating a minimum of 125 degrees (for flat casting) to the right or left, approximately, to allow free casting without passing through the fixed spot casting/loading chute (if chute is supplied).
 - 5.3.4.5 Snow stream direction or elevation to be capable of being changed without stopping or interrupting operation.
- 5.3.5 Rubber fan blade tips are not acceptable.
- 5.3.6 **SPARE** Paddles: To include three (3) each additional sets of paddles, with hardware (nuts, bolts, etc.).
- 5.4 Accessories, when ordered, such as the loading chute controls and volute rotation, are to be driven hydraulically.
- 5.5 Skid/Wear Shoes:
 - 5.5.1 **Carbide**, located outer left and right sides of rotary head, rear of the cutting edge.
 - 5.5.1.1 To include replaceable, bolt-on, skid/wear shoes, for ground contact.
 - 5.5.1.1.1 Left and right side shoes shall be designed and built the same, so as to allow interchangeability.
 - 5.5.1.2 Surface area, minimum 81 square inches (each shoe), to facilitate leveling of head in poor visibility and to help avoid digging into gravel or other surfaces.
 - 5.5.2 To include skid/wear shoes, bolt-on, at the rear corners.

- 5.5.2.1 Surface area, minimum 86 square inches(each shoe), to facilitate leveling of head in poor visibility and to help avoid digging into gravel or other surfaces.
- 5.5.3 Forward and rear edges of shoes to be turned up to help avoid digging into gravel or other surfaces.
- 5.5.4 **SPARE** Skid/Wear Shoes: To include one (1) each additional set (front and rear) of carbide skid/wear shoes, with hardware (nuts, bolts, etc.).
- 5.6 Cutting Edge:
 - 5.6.1 To be replaceable with standard AASHTO punching so cutting edges can be obtained aftermarket.
 - 5.6.2 **SPARE** Cutting Edges: To include one (1) additional set of cutting edges, with hardware (nuts, plow bolts, etc.).
 - 5.6.3 **Carbide Cutting Edges (OPTIONAL – Pricing is required – Refer to Section IV – Bid Price Schedule):**
 - 5.6.3.1 Spray-on or carbide inserted design. In lieu of standard cutting edge.
 - 5.6.3.2 **SPARE** Carbide Cutting Edges: To also be included when the OPTIONAL carbide cutting edges is ordered. To include hardware.
- 5.7 Drift Cutter Bars: To be included.
- 5.8 **Side Bumper (OPTIONAL – Pricing is required – Refer to Section IV – Bid Price Schedule):**
 - 5.8.1 Side bumper to be designed for loading dump trucks to help eliminate tire damage or general equipment damage during low visibility.
 - 5.8.2 Bumper to be constructed of UHMW or rubber with a minimum thickness of ¾ (0.75) inch thickness x eight (8) inches in width.
 - 5.8.3 To be of a bolt-on design and similar to photo.



6.0 HYDRAULIC SYSTEM:

- 6.1 Hydraulic pump, gear design, to be engine mounted.
 - 6.1.1 To be direct mounted. Belts are not acceptable.
 - 6.1.2 To control clutch and volute rotation, and when equipped, chute rotation and chute deflector tip.
 - 6.1.3 (*) Pump manufacturer to have a local dealer in Alaska with parts availability. EATON PUMP
- 6.2 Hydraulic Reservoir:
 - 6.2.1 Capacity: Adequate supply to operate all functions, including a loading chute.
 - 6.2.2 Sight glass to check fluid level.
 - 6.2.3 (*) Designed and sized for adequate cooling and shall be properly baffled. 5 GALLON CAPACITY
 - 6.2.4 Suction strainer, 100 mesh minimum, with sump area and provisions made for easy cleaning.

- 6.2.5 Equipped with a filler neck with strainer and air vent unless pressurized system. To include chained cap.
- 6.2.6 Drain to be equipped with a ¼ (one-quarter) turn ball shut-off valve (easily accessed). An extension hose, or piping, may be required to allow draining of oil into a bucket or pan that would be positioned at ground level. The ball valve, end of the hose, or piping would require a cap or plug.
- 6.2.7 Designed and located for easy removal.
- 6.3 Filtration:
 - 6.3.1 Filtration to be in compliance with SAE J931.
 - 6.3.2 In the tank is acceptable.
- 6.4 (*) Bidder's package to include hydraulic pump manufacturer's certification that the hydraulic system will maintain, but not exceed, a continuous operating temperature, as an operational unit, with a wide range of ambient temperatures to as low as minus 20 to plus 40 degrees, Fahrenheit. CERTIFICATION PROVIDED
 - 6.4.1 Hydraulic lines, from blower unit to host machine are not acceptable.

7.0 FRAMEWORK:

- 7.1 Frame shall be designed and fabricated using structural steel. Steel shall be new. Salvage or used steel shall not be accepted.

8.0 SPOT CASTING/LOADING CHUTE (OPTIONAL – Pricing is required – Refer to Section IV – Bid Price Schedule):

- 8.1 A heavy-duty, mounted spot casting/loading chute shall be supplied, such that the impeller discharge may bypass the loading chute and discharge (flat cast) to the right or left and maintain the minimum 125 degree arc as specified above.
- 8.2 The chute shall rotate minimum 240 degrees (120 degrees to each side of straight forward) with a hydraulic motor and chain drive or a hydraulic cylinder with a gear pinion and cast steel turret drive housing (wire or cable is not acceptable).
- 8.3 All chute functions to be operated utilizing electrical over hydraulic control valves.
 - 8.3.1 Hydraulics to utilize main hydraulic system (a separate electric pump is not acceptable).
- 8.4 The directional control chute to be equipped with a hydraulic operated deflector flap, capable of discharging the snow from 65 degrees from vertical to a 40 degree downward angle for precision spot casting or loading trucks.
- 8.5 Unit to be capable of easily loading into 12 to 20 cubic yard dump trucks with up to nine (9) foot high side boards with a minimum distance of four (4) foot away from the right or left side of the snow blower head.
- 8.6 Liner:
 - 8.6.1 The inside back of the chute to be lined with 3/8 (0.375) inch thick *TYVAR 88* (or equivalent) poly (full length, but not including deflector flap).
 - 8.6.2 The liner is to be bolted in, using stainless steel, aircraft style, flat head, 1/4 (0.25) inch diameter minimum, flat head socket cap screws with countersunk washers, providing a flush surface. To be on 12 inch centers, minimum.

9.0 DIMENSIONS (GENERAL):

- 9.1 (*) Overall Height (If equipped with "Spot Casting/Loading Chute): Top of chute must not exceed 154 inches from ground level in the operating position, head in float. 152 INCHES
- 9.2 (*) Overall Length, 110 inches (9 foot 2 inches) maximum, does not include quick hitch. 110" WITHOUT QUICK COUPLER

10.0 TOTAL WEIGHT:

- 10.1 (*) Minimum 11,000 pounds, maximum 12,500 pounds, with spot casting/loading chute, quick coupler and full fuel.

- 10.2 (*) Minimum 10,000 pounds, maximum 11,500 pounds, without spot casting/loading chute, quick coupler and full fuel.
- 10.3 (*) Center of Gravity: The center of gravity shall be not more than 62 inches ahead of the lower quick attach system's pin position.
- 10.4 The operating weight of the unit, in pounds, is to be indicated by three (3) inch RED letters placed next to the I.D. plate.

11.0 QUICK ATTACH SYSTEM:

- 11.1 To include quick attach system that is compatible with host unit. To be priced with the *WELDCO-BEALES* WLKAT system or interchangeable equivalent.
- 11.2 Some wheel loader mounted units may require that the top of the quick attachment be tilted back to prevent the "Z" bar linkage of the Case 821C or other brands from contacting the engine housing when the unit is tilted back.

12.0 TRAINING (*OPTIONAL – Pricing is required – Refer to Section IV – Bid Price Schedule*):

- 12.1 The vendor shall provide a factory certified instructor(s) within 30 days of acceptance by the State. This (these) representative(s) shall be prepared and qualified to make all necessary adjustments to the unit and give instruction to the operators to assure correct operation of the unit when it is placed in service.
 - 12.1.1 Please give advance notice to the Contracting Officer as listed in this bid package.
- 12.2 Total of 16 hours at the location as noted in each individual Lot Item, Section IV – Bid Price Schedule.
- 12.3 To include a minimum of eight (8) hours of operator training including the following, as a minimum applicable agenda:
 - 12.3.1 Operating procedures per operating manual.
 - 12.3.2 Break-in procedures.
 - 12.3.3 Equipment limitations.
 - 12.3.4 Operator maintenance.
 - 12.3.5 Before operations checks and lubrication.
 - 12.3.6 Safety.
 - 12.3.7 Cold weather operations.
 - 12.3.8 Jump starting.
 - 12.3.9 Welding on equipment.
 - 12.3.10 Towing or transporting equipment.
 - 12.3.11 Instruments and controls.
 - 12.3.12 Gauge interpretation.
 - 12.3.13 Equipment operation, Do's and Don'ts.
 - 12.3.14 Attachment operation, Do's and Don'ts.
- 12.4 To include a minimum of eight (8) hours of mechanics (Journeyman level) training including the following theory, trouble shooting, and test procedures for, as a minimum applicable agenda:
 - 12.4.1 Electronics.
 - 12.4.2 Electrical.
 - 12.4.3 Hydraulics.
 - 12.4.4 Air system.
 - 12.4.5 Drive train.
 - 12.4.6 Engine and transmission electronics.

13.0 PERFORMANCE TESTING (SNOW BLOWER):

13.1 Performance Requirements:

- 13.1.1 Capacity: **1,700 TPH** while casting to 50 feet, minimum. When operating in snow having a density between 30 and 40 pounds per cubic foot (PCF), the snow removal unit shall cast snow at an average required tons per hour (TPH) through a distance of not less than 50 feet, and at 75 percent required TPH capacity through a distance of not less than 75 feet.
- 13.1.2 Casting:
 - 13.1.2.1 Variable casting from 20 to 75 feet. Casting performance shall be attained under a no wind condition, both left and right of unit.
- 13.1.3 Clearing:
 - 13.1.3.1 The snow removal unit shall clear a swath of not less than ten (10) foot wide in one (1) pass, while operating in snow ranging in depth from 1½ (1.5) inches to four (4) feet, not leaving any snow more than ½ (0.5) inch deep under head.
 - 13.1.3.2 Unit traveling at designated MPH (refer to next paragraph) will leave no spillage of snow greater than ½" (one-half inch) in depth under the head of unit or greater than average ½" (one-half inch) in depth, and/or 18 inches in width to the left or right sides of unit when blowing a berm of snow. Casting to a minimum of 50 feet. Snow density, 30 to 40 PCF. Refer to test procedure later in this specification.
 - 13.1.3.3 Required machine travel speed will be adjusted to compensate for density and cross section quantity so as not to exceed the required TPH capacity.

14.0 MISCELLANEOUS:

- 14.1 Weight Scale Verification Slip:
 - 14.1.1 Required not later than time of delivery.
- 14.2 To include an engine compartment/housing, as well as hydraulic pumps, batteries, from build up of snow, ice, stones, etc.
- 14.3 Paint:
 - 14.3.1 Lead free.
 - 14.3.2 Color to be manufacturer's standard yellow.
 - 14.3.3 To include sandblasting and three (3) mils of appropriate primer, including frame and wheels.
 - 14.3.4 Metal portions of all snow heads and engine housing (including casting shoot, if ordered) facing the operator shall be flat black to minimize glare.
 - 14.3.5 The inside of the engine housing is to be painted a gloss yellow or white.
- 14.4 Easy access to all maintenance components shall be provided for items such as air cleaners, batteries, radiator fill and drain, oil filters, oil drain (gear box, hydraulic, and engine), alternator, etc.
 - 14.4.1 To assist maintenance personnel, oil drains for engine and hydraulic may require a remote mounted hose with an easily accessed ¼-turn ball valve at the outlet and a cap or plug at the exit point.
- 14.5 Winterization: Entire unit to be winterized to provide satisfactory performance in temperatures to minus 40 degrees Fahrenheit. Antifreeze to be of permanent type only providing protection to minus 60 degrees Fahrenheit.
- 14.6 Warranty: To be a five-year (60 month), full 100 percent, per Section I - Special Terms and Conditions.
- 14.7 **Publications (OPTIONAL – Pricing is required – Refer to Section IV – Bid Price Schedule):**
 - 14.7.1 Bidder may be required to supply samples of parts and service manuals after bid opening.
- 14.8 Hydraulic tubes, hoses and fittings used shall conform to SAE J514, J516, J517 and J524. A minimum number of fittings, joints and connections shall be used to prevent excessive backpressure, vibration and leakage. Hydraulic lines shall be of sufficient size to permit free flow of hydraulic fluid at temperatures down to minus 40 degrees Fahrenheit.
- 14.9 Filters: All elements where applicable to be spin on type and be easily accessible.

14.10 Component Sourcing:

- 14.10.1 Due to critical nature of vehicle mission and parts support, only current production componentry shall be supplied.
- 14.10.2 Upon the request of the purchaser, the bidder shall provide copies of purchase orders and invoices properly dated after bid award to verify the source and newness of these components.
- 14.10.3 Purchase orders and invoices shall reference the component manufacturer, manufacturer's model and/or part number, and the bidders and/or vehicle manufacturer's name and part number.
- 14.10.4 In the event that any of these components are manufactured by either the bidder or vehicle manufacturer, documentation shall be provided indicating manufacture date and chassis installation date by serial number.
- 14.10.5 Failure to provide appropriate documentation of component sourcing shall be considered cause for rejecting the delivered vehicle. The burden of proof shall lay with the bidder.

14.11 Inspection: To assure compliance to specifications will be held at the final in State location.

15.0 PILOT INSPECTION:

- 15.1 Prior to arrival of the State of Alaska inspectors, the completed unit is to have been inspected and tested by the manufacturer for compliance to the specifications as listed above. The State reserves the right to appoint an independent inspector, at the State's expense, to periodically monitor the progression of the vehicle during the manufacturing process.
- 15.2 Prior to shipment from the manufacturer's plant, representatives of the State will inspect and test the **completed** equipment for conformance to specifications.
- 15.3 The Contractor shall provide full access to the State's inspector(s) or their designee(s) to the plant (s) including the plant(s) subcontractors where manufacture is taking place.
- 15.4 Inspection Trip:
 - 15.4.1 The vendor will alert the State of Alaska Contracting Officer, whose name is on the purchase order at least 30 days prior to having the completed unit ready for inspection
 - 15.4.2 The State of Alaska will arrange and pay for all travel related cost.
- 15.5 It shall be the responsibility of the State inspector(s) to technically inspect and test the vehicle for compliance with the specifications.
- 15.6 It shall be the responsibility of the Contracting Authority representative to observe and assist in the inspection and test to assure compliance with the published terms, conditions, and specifications of the bid, and to mediate any disputes, which may arise between the manufacturer and the Department of Transportation's representative(s).
- 15.7 If it becomes necessary, the State or its representative would conduct a reinspection of any subsequent work performed by the successful bidder. Should the State decide a re-inspection(s) of the unit is required; the vendor shall be required to pay for round trip air fare, ground transportation and per diem at \$150.00 per day for up to two (2) persons from Anchorage, Alaska. The state will pay for the inspection and will submit an invoice for reimbursement from the vendor.
- 15.8 The pilot model inspection may result in minor modifications, which would require negotiation with the Contracting Officer. A change order to the contract must be issued prior to any modifications being accomplished.
- 15.9 **FINAL ACCEPTANCE REMINDER:** Final acceptance is at final destination; however, all major tests will be conducted at the manufacturer's place of business unless the State has reason to believe alterations or damages have taken place which may have changed the performance or design characteristics of the unit since the time of inspection at the manufacturer's location.
- 15.10 A final inspection of the unit will be conducted at the final destination in Alaska, to assure that the unit still meets specifications. These inspections by the State shall be thorough and very critical, and will encompass a complete review of the specifications. Adequate time and technical personnel shall be made available to assist the State in these inspections.
- 15.11 The bidder (responsible representative) shall also be in attendance.

SECTION IV - BID PRICE SCHEDULE

LOT #1

Item #	Unit	Description	Total \$ Amount
1a	ea.	Snow Blower, minimum 1700 ton-per hour, ----- Self-contained, for wheel loader mounting. Per specification #728-1.7K-Mech , contained herein. State Class # 728 Year, Make & Model Offered: <u>2012 SNOGO MP-318</u>	<u>\$155,280.00</u>
<u>OPTIONAL ITEMS (Pricing is required):</u>			
1b	ea.	Optional – Carbide cutting edge: ----- (In lieu of standard steel) (As per Spec Item 5.8.3)	<u>\$520.00</u>
1c	ea.	Optional – Side bumper: ----- (As per Spec Item 5.10)	<u>\$712.00</u>
1d	ea.	Optional - Loading Chute: ----- (As per Spec Item 8.0)	<u>\$8,860.00</u>
1e	ea.	Optional - Training in Anchorage: ----- (As per Spec Item 12.0)	<u>\$1,000.00</u>
1f	ea.	Optional - Training in Fairbanks: ----- (As per Spec Item 12.0)	<u>\$1,200.00</u>
1g	ea.	Optional - Training in Juneau: ----- (As per Spec Item 12.0)	<u>\$1,200.00</u>
1h	ea.	Optional – Publications (CD Format): ----- In lieu of paper. (As per Spec Item 14.7)	<u>\$280.00</u>
1i	ea.	Optional – Publications (Paper Format): ----- In lieu of CD. (As per Spec Item 14.7)	<u>\$280.00</u>
1j	ea.	Optional - Wired LCD Display	<u>\$120.00</u>

Required Delivery: **Not later than 210 days ARO** to dockside Seattle/Tacoma area.

NOTE: Final shipment to in-service locations as annotated on the Purchase or Delivery Orders will be arranged and pre-paid by the contractor. The actual cost will be invoiced as a separate line item on the invoice for full reimbursement by the State. Shipping arrangements will always be in the best interest of the State and any extraordinary costs or circumstances pre-approved by the Contracting Officer prior to shipment.

Weight Scale ticket, as per Spec Item 14.1 is to be provided.